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Attorneys for Defendants,

PAYCHEX, INC. and

PAYCHEX INSURANCE AGENCY, INC. (DOE 1)

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA- SAN JOSE**

SILICON VALLEY SELF DIRECT,
LLC d/b/a CALIFORNIA LABOR
FORCE, a California Limited
Liability Company,

Plaintiff,

vs.

PAYCHEX, INC., and DOES 1-20,

Defendants.

CASE NO.: 3:15-cv-1055

(Superior Court of California-County
of Santa Clara

Case No.: 115CV276398

Dept. No. 08)

**EXHIBIT IN SUPPORT OF
NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. §§
1441(b), 1446 (DIVERSITY)**

**TO ALL PARTIES, THEIR ATTORNEYS OF RECORD AND THE
CLERK OF THE ABOVE-ENTITLED COURT:**

PLEASE TAKE NOTICE that Defendants PAYCHEX, INC. and
PAYCHEX INSURANCE AGENCY, INC. (DOE 1) hereby submits the

1 following Exhibit to the in support of the Notice of Removal of Action under 28
2 U.S.C. §§ 1441(b), 1446 (Diversity).

3
4 Dated: March 6, 2015

MICHELMAN & ROBINSON, LLP

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7 By: /s/ Dana A. Kravetz
8 Dana A. Kravetz, Esq.
9 Lara A.H. Shortz, Esq.
10 Attorneys for Defendants,
11 PAYCHEX, INC. and PAYCHEX
12 INSURANCE AGENCY, INC. (DOE 1)
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EXHIBIT 1



**Service of Process
Transmittal**

02/05/2015

CT Log Number 526528283

TO: Stephanie Schaeffer
Paychex, Inc.
911 Panorama Trl S
Rochester, NY 14625-2396

RE: Process Served in California

FOR: Paychex, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Silicon Valley Self Direct, LLC, etc., Pltf. vs. Paychex, Inc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet(s), Instructions, Notice(s), Information Sheet, Attachment(s)

COURT/AGENCY: Santa Clara County - Superior Court - San Jose, CA
Case # 115CV276398

NATURE OF ACTION: Wrongfully and negligently filling out applications on behalf of CLD to obtain insurance from state fund

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 02/05/2015 at 15:05

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Mark B. Fredkin
Morgan, Franich, Fredkin & Marsh
99 Almaden Boulevard
Suite 1000
San Jose, CA 95113-1613
408-288-8288

ACTION ITEMS: CT has retained the current log, Retain Date: 02/06/2015, Expected Purge Date: 02/11/2015
Image SOP
Email Notification, Stephanie Schaeffer slschaef@Paychex.com
Email Notification, Dana Bolia dbolia@paychex.com
Email Notification, Denise Mackowiak DMackowiak@paychex.com

SIGNED: C T Corporation System

ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615

2/5/15 CB:OSP

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Paychex, Inc. and DOES 1 through 20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Silicon Valley Self Direct, LLC dba California Labor Force

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED

2015 FEB -3 P 217

David H. Yamasaki, Clerk of the Superior Court
County of Santa Clara, California

By: _____

Date: _____

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA, 95113

CASE NUMBER:
(Número del Caso):

115 CV 2763 98

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Mark B. Fredkin, Esq., Morgan Franich Fredkin & Marsh, 99 Almaden Blvd., Suite 1000, San Jose, CA 95113

DATE:

(Fecha) **FEB 03 2015**

DAVID H. YAMASAKI

Chief Executive Officer, Clerk

Clerk, by

(Secretario)

S. ACKARD

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Paychex, Inc.**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
- ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
- ☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

1 MARK B. FREDKIN, ESQ. (SBN 53550)
2 MORGAN, FRANCH, FREDKIN & MARSH
3 99 Almaden Boulevard, Suite 1000
4 San Jose, California 95113-1613
5 Telephone: (408) 288-8288
6 Facsimile: (408) 288-8325

7 Attorneys for Plaintiff
8 SILICON VALLEY SELF DIRECT, LLC
9 d/b/a CALIFORNIA LABOR FORCE, a
10 California Limited Liability Company

ENDORSED

2015 FEB -3 P. 2: 17

\$40,000
Linda M. Smith, Clerk of the Superior Court
County of Santa Clara, California
By: _____ Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

12 SILICON VALLEY SELF DIRECT, LLC
13 d/b/a CALIFORNIA LABOR FORCE, a
14 California Limited Liability Company,

15 Plaintiff,

16 vs.

17 PAYCHEX, INC., and DOES 1 through 20,

18 Defendants.

Case No.

115 CV 2763 98

COMPLAINT FOR DAMAGES

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PRELIMINARY FACTS

1. Plaintiff, Silicon Valley Self Direct, LLC is a limited liability company organized and existing under the laws of the State of California. It transacts business under the name California Labor Force and will herein sometimes be referred to as "CLF" or Plaintiff.

2. CLF employs multiple highly skilled workers whom CLF places with companies who have a specific need for particular skilled workers and who do not otherwise have access to the skilled work force necessary to undertake projects being undertaken. CLF employs workers in multiple areas of expertise, but it emphasizes professionals skilled in asbestos, lead and dry wall removal.

1 3. CLF commenced business in Santa Clara County, California in late 2013. It
2 had significant advantages in regard to entry into its chosen marketplaces because of the
3 skilled and experienced executive staff at CLF. The executives had years of prior
4 experience in the relevant market arena and consequently had extensive contacts which
5 allowed the immediate access to sizable business volume for CLF.

6 4. Plaintiff is informed and believes that Paychex, Inc., referred to herein as
7 "Paychex" or Defendant, is a corporation duly organized and qualified to do business in
8 California. It operated under a California insurance broker's license. Plaintiff is informed
9 and believes and alleges Paychex has offices in the County of Santa Clara, State of
10 California in particular, at 1740 Technology Drive, San Jose, California. Plaintiff is
11 informed and believes and alleges that Paychex has multiple lines of business, one being
12 the advertised ability to obtain insurance, particularly workers' compensation insurance for
13 prospective clients.

14 5. At all times relevant hereto, Paychex held itself out in Santa Clara County,
15 California as a highly competent and professional insurance broker who could represent
16 the interests of CLF in acquiring workers' compensation insurance. CLF relied on the
17 representations of Paychex in allowing Paychex to service its insurance needs.

18 6. In the fall of 2013, CLF had set up its business organization and had made
19 contacts with multiple prospective clients. CLF had secured significant business
20 commitments from companies who had a high demand for the services provided by CLF.
21 While CLF arranged for multiple contracts to be entered to immediately generate a
22 significant volume of work, CLF needed one additional item to actually commence its
23 income generation. The item that it needed was to obtain appropriate workers'
24 compensation insurance coverage for its business operation. Competitors of CLF had
25 obtained workers' compensation insurance thus obtaining workers' compensation coverage
26 was believed to be a routine task.

27 7. CLF, based on the representations made to it in Santa Clara County, California
28 by Paychex of its knowledge and skill, employed Paychex to obtain CLF's workers'

1 compensation insurance.

2 8. Paychex received complete cooperation from CLF, who provided all material
3 and necessary data to Paychex, in a timely and accurate fashion. Paychex took the data
4 provided and filled out all forms that it claimed were necessary and appropriate to obtain
5 workers' compensation coverage from the carrier of choice, State Compensation Fund
6 ("State Fund").

7 9. Based on the submissions by Paychex and Paychex's interaction with State
8 Fund, by mid-December 2013, Paychex had secured workers' compensation insurance for
9 CLF. Immediately upon the acquisition of that insurance, CLF commenced full business.

10 10. CLF, by the first week in February of 2014, had a labor force of between 75
11 and 100 workers in the field. It had secured 24 contracts and billed clients on 44 different
12 job sites. It had obtained a commitment from additional companies that were calculated to
13 generate seven figure revenue.

14 11. On February 5, 2014, CLF received a letter from State Fund indicating that its
15 worker's compensation insurance was going to be cancelled because the application
16 submitted by Paychex provided inaccurate and erroneous information. The effect of the
17 policy cancellation was to cause CLF to halt its existing significant business activity and to
18 be unable to sign contracts for additional volumes of work. Further, CLF was forced to
19 continue to pay all of its employees and business expenses in order to keep the business'
20 primary assets, its people, in the employ of CLF.

21 12. In the face of the notice of cancellation by State Fund, Paychex claimed that
22 they would and could immediately take the necessary steps to reinstitute insurance
23 coverage so that CLF's business could recommence. Paychex promised in February that it
24 would reintroduce coverage for CLF. No coverage was bound in February. Paychex
25 represented in March that it would bind coverage. No coverage was bound in March. In
26 fact, despite repeated representations that all was being taken care of and Paychex would
27 secure coverage for CLF, no such coverage was bound. Despite repeated claims by
28 Paychex over a four month period that it would and could re-secure workers'

1 compensation coverage, Paychex could not rebind coverage.

2 13. At the end of May, Paychex claimed that they could not secure coverage
3 through State Fund or any other carrier and that State Fund refused to insure CLF. On
4 June 2, 2014, CLF went to a different insurance broker and within six weeks had obtained
5 workers' compensation coverage from State Fund.

6 14. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
7 as DOES 1 through 20. Plaintiff will amend this Complaint to set forth the true names and
8 capacity of said Defendants when the same is ascertained.

9
10 15. Plaintiff alleges that Defendants Does herein were the agents, servants, and
11 employees of the Defendant Paychex herein, and, in doing the things hereinafter alleged,
12 were acting within the course and scope of such agency, service, and employment, and or
13 each Doe aided and abetted the wrongful acts herein alleged.
14

15
16 **FIRST CAUSE OF ACTION**

17 **(Negligence)**

18 16. Plaintiff incorporates by reference each of the preceding allegations.

19 17. Paychex and Does 1 through 10 and each of them undertook their professional
20 responsibility as an insurance broker and deviated from the applicable standard of care in
21 the handling of insurance requirements of CLF. Said Defendants and each of them were
22 deficient in, among other things:

23 (A) Wrongfully and negligently filling out applications on behalf of CLF to
24 obtain insurance from State Fund. Paychex submitted knowingly incorrect information
25 that caused State Fund when it uncovered the erroneous information to cancel the workers'
26 compensation coverage initially provided. Appropriate answers to the application would
27 have garnered coverage without the risk of cancellation;

28 //

1 (B) After learning of its mistake, Paychex acted below the appropriate
2 standard of care in its failure to re-secure insurance that was available to CLF. Had
3 Paychex exercised the minimum amount of care required of a broker in these
4 circumstances, coverage would have and could have been obtained. In fact, within six
5 weeks of changing to a competent broker, CLF obtained workers' compensation coverage
6 by State Fund.

7 18. As a proximate result of the substandard and negligent conduct of Defendants
8 and each of them, CLF was damaged in excess of \$250,000 in direct costs incurred to
9 continue to pay its work force, its office and other ongoing expenses necessary to be in a
10 position to restart its business. In addition, CLF, as a proximate result of Defendants'
11 negligence, lost net profit for business that was booked and/or about to be booked for the
12 period after the cancellation of the workers' compensation insurance until insurance was
13 reacquired, and for the restart period thereafter. CLF is informed and believes and thereon
14 alleges the amount of lost net profit exceeds \$764,000 as a result of Defendants'
15 negligence.

16 17 SECOND CAUSE OF ACTION

18 (Breach of Contract)

19 19. Plaintiff incorporates by reference each of the preceding allegations.

20 20. Defendants and each of them in 2013 orally promised in Santa Clara County,
21 California that they would, in a good and professional manner, bind workers'
22 compensation insurance for CLF.

23 21. CLF agreed in Santa Clara County, California to employ Defendants and each
24 of them to secure workers' compensation insurance and promised to pay Defendants for
25 their efforts in securing workers' compensation insurance. CLF performed all terms,
26 covenants and conditions required of it under the agreement between itself and Defendants
27 relating to Defendants securing workers' compensation insurance.

28 //

22. Defendants and each of them breached their oral agreement in that they failed to obtain workers' compensation insurance on two separate occasions. CLF suffered damage proximately caused by Defendants' breach of its oral agreement, as herein before alleged.

WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

THIRD CAUSE OF ACTION

(Misrepresentation)

23. Plaintiff incorporates by reference each of the preceding allegations.

24. Defendants and each of them owed fiduciary obligations to Plaintiff as a result of the agreement that Defendants were to act as insurance representatives for Plaintiff and that Defendants would act competently and in the best interest of CLF in obtaining workers' compensation insurance.

25. From February through the end of May of 2014, Defendants represented that they could and would obtain workers' compensation insurance, and that the obtaining of the insurance would be on an expedited basis in order to make up for the mistakes made by Defendants in causing CLF's workers' compensation insurance to be cancelled.

26. Plaintiff relied on the representations of Defendants that they were moving as quickly as possible, could competently and quickly reinstitute workers' compensation coverage for CLF and that workers' compensation insurance would be reinstituted within days. CLF's reliance on the representations was reasonable in light of the claimed expertise and relationship that Defendants allegedly had with State Fund and the fact that Defendants had dealt with the applications of CLF to initially obtain coverage.

27. The representations made by Defendants were, in fact, false. Defendants, in fact, could not more expeditiously obtain coverage and, in fact, took multiple missteps in trying to obtain coverage. Defendants and each of them, in fact, lied to Plaintiff. Defendants claimed that State Fund would not provide workers' compensation coverage to CLF. This false statement was made to convince Plaintiff that it was not Defendants' fault

1 that no coverage was bound when, in fact, it was only because of Defendants' false
2 statements and lack of competence that the insurance cancelled in the first place and not
3 reissued in a timely fashion.

4 28. The true facts were that State Fund would and has insured CLF. Upon the
5 obtaining of a new broker of record, within six weeks Plaintiff was able to obtain from
6 State Fund workers' compensation insurance. Had Plaintiff not relied on the
7 misstatements of Defendants, they would have gotten to a good and competent broker who
8 would have obtained workers' compensation insurance within six weeks, saving more than
9 two months delay in getting Plaintiff's business back in operation.

10 29. As a proximate result of the wrongful conduct herein alleged, CLF suffered
11 damage and extra cost and had to keep its business running with no revenue and suffered
12 additional lost profit as a result of the unnecessary delay in obtaining workers'
13 compensation insurance. Misstatements made herein were intentional, malicious and
14 reckless, all with the idea of keeping the business of CLF and covering up Paychex's own
15 misdeeds. Plaintiff prays for punitive damages in the appropriate amount to pay for the
16 intentional misconduct of Defendants.

17 WHEREFORE, Plaintiff prays for judgment as follows:

- 18 1. Actual damages in excess of \$250,000 plus lost net profits according to proof;
19 2. For costs of suit incurred herein;
20 3. For punitive damages;
21 4. For such other and further relief as the Court may deem just and proper.
22

23 Dated: February 2, 2015

MORGAN, FRANICH, FREDKIN & MARSH

24
25 By: 

26 MARK B. FREDKIN
27 Attorneys for Plaintiff
28 CALIFORNIA LABOR FORCE

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Sta., number, and address): Mark B. Fredkin (53550) Morgan, Franich, Fredkin & Marsh 99 Almaden Blvd., Suite 1000 San Jose, CA 95113 TELEPHONE NO.: (408) 288-8288 FAX NO.: (408) 288-8325 ATTORNEY FOR (Name): Plaintiff, California Labor Force		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">ENDORSED</div> <div style="font-size: 1.2em; margin: 5px 0;">2015 FEB -3 P 2:17</div> <div style="font-size: 0.8em; margin: 5px 0;">David H. ... Clerk of the Superior Court County of Santa Clara, California By: Deputy Clerk</div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court		
CASE NAME: California Labor Force v. Paychex, Inc.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </div> <div style="width: 45%;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </div> </div>		
CASE NUMBER: 113CV276398 JUDGE: DEPT:		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other P/PI/D/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other P/PI/D/WD (23)
Non-P/PI/D/WD (Other) Tort
<input checked="" type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-P/PI/D/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 2/2/15

Mark B. Fredkin

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ATTACHMENT CV-5012

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

CASE NUMBER: 115CV276398

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Maureen Folan Department: 8

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: JUN 9 2 2015 Time: 3:30pm in Department: 8

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

**SANTA CLARA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2784


[Secretary of State Main Website](#)
[Business Programs](#)
[Notary & Authentications](#)
[Elections](#)
[Campaign & Lobbying](#)
Business Entities (BE)**Online Services**

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**
(annual/biennial reports)**Filing Tips****Information Requests**

(certificates, copies & status reports)

Service of Process**FAQs****Contact Information****Resources**

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, January 30, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	PAYCHEX, INC.
Entity Number:	C0926442
Date Filed:	07/27/1979
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	911 PANORAMA TRAIL SOUTH
Entity City, State, Zip:	ROCHESTER NY 14625
Agent for Service of Process:	C T CORPORATION SYSTEM
Agent Address:	818 WEST SEVENTH ST 2ND FL
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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**Service of Process
Transmittal**

02/20/2015

CT Log Number 526617167

TO: Stephanie Schaeffer
Paychex, Inc.
911 Panorama Trl S
Rochester, NY 14625-2396

RE: Process Served in California

FOR: Paychex Insurance Agency, Inc. (Domestic State: NY)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Silicon Valley Self Direct, LLC, etc., Pltff. vs. Paychex, Inc., et al., Dfts. // To: Paychex Insurance Agency, Inc., etc.

DOCUMENT(S) SERVED: Summons, Amendment

COURT/AGENCY: Santa Clara County - Superior Court - San Jose, CA
Case # 115CV276398

NATURE OF ACTION: Plaintiff hereby substitute by the fictitious name Doe 1, Paychex Insurance Agency, Inc. in the matter

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 02/20/2015 at 14:45

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days ater this summons and legal papers are served on you

ATTORNEY(S) / SENDER(S): Mark B. Fredkin
Morgan, Franich, Fredkin & Marsh
99 Almaden Boulevard
Suite 1000
San Jose, CA 95113-1613
408-288-8288

REMARKS: Please note the process server underlined and/or highlighted the entity being served prior to receipt by CT.

ACTION ITEMS: CT has retained the current log, Retain Date: 02/21/2015, Expected Purge Date: 02/26/2015
Image SOP
Email Notification, Stephanie Schaeffer slschaefer@Paychex.com
Email Notification, Dana Bolia dbolia@paychex.com
Email Notification, Denise Mackowiak DMackowiak@paychex.com

SIGNED: C T Corporation System

ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615

2/20/15 @ 2:45P

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Paychex, Inc. and DOES 1 through 20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Silicon Valley Self Direct, LLC dba California Labor Force

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED

2015 FEB -3 P 217

David H. Yamasaki, Clerk of the Superior Court
County of Santa Clara, California

By: _____

Page 1 of 1

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA, 95113

CASE NUMBER:
(Número del Caso):

115 CV 2763 98

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Mark B. Fredkin, Esq., Morgan Franich Fredkin & Marsh, 99 Almaden Blvd., Suite 1000, San Jose, CA 95113

DATE:

(Fecha) FEB 03 2015

DAVID H. YAMASAKI

Chief Executive Officer, Clerk

Clerk, by

(Secretario)

S. ACKARD

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

Paychex Insurance Agency, Inc., a
California licensed Insurance Broker, sued
herein as Doe1

1 MARK B. FREDKIN, ESQ. (SBN 53550)
2 MORGAN, FRANICH, FREDKIN & MARSH
3 99 Almaden Boulevard, Suite 1000
4 San Jose, California 95113-1613
5 Telephone: (408) 288-8288
6 Facsimile: (408) 288-8325

Attorneys for Plaintiff
7 SILICON VALLEY SELF DIRECT, LLC
8 d/b/a CALIFORNIA LABOR FORCE, a
9 California Limited Liability Company

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

SILICON VALLEY SELF DIRECT, LLC
d/b/a CALIFORNIA LABOR FORCE, a
California Limited Liability Company,

Plaintiff,

vs.

PAYCHEX, INC., and DOES 1 through 20,

Defendants.

Case No. 115CV276398

AMENDMENT TO COMPLAINT
(DOE 1)

BY FAX

ENDORSED
FILED

FEB 19 2015

D. Weiner
Deputy Clerk
Superior Court
County of Santa Clara

1 Upon filing the Complaint Plaintiff, SILICON VALLEY SELF DIRECT, LLC
2 d/b/a CALIFORNIA LABOR FORCE, designated in the complaint by the fictitious name,
3 **DOE 1**, pursuant to Code of Civil Procedure § 474. Plaintiff hereby substitutes and
4 amends its complaint by substituting **PAYCHEX INSURANCE AGENCY, INC.**, a
5 California licensed Insurance Broker in the place of such fictitious name, **DOE 1**,
6 wherever it appears in said complaint, and further where the name PAYCHEX is used in
7 the complaint this Doe defendant is part of that reference.

8
9 Dated: February 19, 2015

MORGAN, FRANICH, FREDKIN & MARSH

10
11 By: 

12 MARK B. FREDKIN
13 Attorneys for Plaintiff
14 California Labor Force
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 15760 Ventura Blvd., 5th Floor, Encino, CA 91436.

On March 6, 2015, I served the foregoing document(s) described as follows: **EXHIBIT IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §§ 1441(b), 1446 (DIVERSITY)** on the interested parties in this action, by placing a true copy thereof enclosed in a sealed envelope(s) addressed to the following addressee(s):

Mark B. Fredkin, Esq.
MORGAN, FRANICH, FREDKIN & MARSH
99 Almaden Blvd., Suite 1000
San Jose, California 95113-1613
Tel: (408) 288-8288
Fax: (408) 288-8325

☒ **BY MAIL:** I caused such envelope to be deposited in the mail at Encino, CA. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the law firm’s practice of collection and processing correspondence for mailing. Under the practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Encino, CA, in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if the postal cancellation date or postage meter is more than one day after the date of deposit for mailing the affidavit.

☐ **VIA FACSIMILE:** I caused such documents to be transmitted from facsimile number * to the facsimile machine(s) of interested parties on the date specified above. The facsimile machine I used was in compliance with Rule 2003(3) and the transmission was reported as complete without error. Pursuant to Rule 2008(e), I caused a copy of the transmission report to be properly issued by the transmitting facsimile machine.

☐ **(BY ELECTRONIC MAIL):** I caused the above-described document to be served on the interested parties noted above by electronic mail transmission.

☒ **(FEDERAL):** I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on **March 6, 2015**, at Encino, CA.

I declare under penalty of perjury under the laws of the State of California, that the above is true and correct.

/s/ Laurie Gutierrez
LAURIE GUTIERREZ